PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Linn

Examiner: Asok K. Sarkar

Application No.: 09/846,795

Group Art Unit: 2829

Filed: 5/1/2001

Attorney Docket No.: 125.013US02

Title: BONDED SUBSTRATE FOR AN INTEGRATED CIRCUIT CONTAINING A

PLANAR INTRINSIC GETTERING ZONE

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450



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# REVOCATION, POWER OF ATTORNEY AND CERTIFICATE UNDER 37 C.F.R. §3.73(b)

Please revoke any existing Power of Attorney, if any, and appoint the attorneys and/or patent agents associated with Customer Number 32095 to prosecute this application and to transact all business in the U.S. Patent and Trademark Office in connection therewith.

Please send correspondence to the following address:

Attn: Scott Lundberg Fogg & Associates, LLC P.O. Box 581339 Minneapolis, MN 55458-1339

Intersil Americas Inc., a corporation organized and existing under and by virtue of the laws of Delaware, and having an office and place of business at 675 Trade Zone Boulevard, Milpitas, CA 95035, certifies that it is the assignce of the entire right, title, and interest in the patent application identified above by virtue of an assignment from the Contribution Agreement attached herewith. I have reviewed all the documents in the chain of title of the patent application identified above and, to the best of my knowledge and belief, title is in the assignee identified above.

### REVOCATION AND POWER OF ATTORNEY

Scrial No.: 125.013US02

PAGE 2 Attorney Docket No. 125,013US02

Title: BONDED SUBSTRATE FOR AN INTEGRATED CIRCUIT CONTAINING A PLANAR

INTRINSIC GETTERING ZONE

I am empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Intersil Americas Inc.

Date

Signature

Paul A. Bernkopf

Typed or Printed Name

Vice President

Title

### CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is effective as of December 31, 2001 (the "Effective Date") at 11:59 PM United States of America EST (the "Effective Time") by and between Intersil Communications, Inc., a Delaware corporation ("Intersil"), and Intersil Americas Inc., a Delaware corporation ("Intersil Americas").

#### Background

To promote greater efficiency and economy in the management of the businesses carried on by the parties to this Agreement, Intersil desires to make a capital contribution to Intersil Americas of certain intellectual property and other assets used in the business of Intersil and its affiliates.

#### Terms

Intending to be legally bound, the parties to this Agreement agree as follows:

- 1. Effective as of the date first written above, Intersil shall contribute the following to Intersil Americas, in deemed exchange for stock of Intersil Americas in a non-recognition transaction as described in Section 351 of the Internal Revenue Code of 1986, as amended:
- (i) all right, title and interest in and to the trademarks shown in <u>Schedule A</u> and all slogans, logotypes, designs, and trade dress associated therewith (the "Trademarks"), together with the U.S. federal registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, to be held and enjoyed by Intersil Americas for its own use and benefit and for its successors and assigns as the same would have been held by Intersil had this contribution not been made, and the goodwill of the business symbolized by the Trademarks;
- (ii) all right, title and interest in and to the U.S. patents and patent applications shown in Schedule A (the "Patents"), including all reissues, divisions, continuations, continuations-in-part, and extensions thereof, to be held and enjoyed by Intersil Americas as fully and entirely as they would have been held and enjoyed by Intersil if this contribution had not been made, including all licenses of and proceeds from the Patents, all claims, demands and rights to recovery that Intersil has or may have in profits and damages for past and future infringements, if any, and all rights to compromise, sue for, and collect such profits and damages;
- (iii) all right, title, and interest in and to all inventions shown in <u>Schedule A</u> (the "Inventions"), and all intellectual property rights relating thereto, including, without limitation, trade secret rights in the Inventions, and all rights of action arising from the Inventions, to be held and enjoyed by Intersil Americas for its own use and benefit and for its successors and assigns as the same would have been held by Intersil had this contribution not been made; and
- (iv) all right, title, and interest in and to all copyrights owned by Intersil as of the date first written above that are not otherwise excluded from contribution under the terms of this Agreement, whether or not such copyrights have been registered (collectively, the "Copyrights"),

including, without limitation, all U.S. registrations and applications for registration of the Copyrights, all licenses of and proceeds from the Copyrights, all publishing, electronic publishing, and other proprietary rights arising from or related to the Copyrights, all causes of action relating to the Copyrights that may have arisen prior to this contribution, and any recovery resulting from such causes of action.

Notwithstanding the foregoing or any specific item listed on <u>Schedule A</u>, the intellectual property used in connection with providing products or services that are regulated by the United States Department of State shall not be contributed to Intersil Americas.

2. Intersil and Intersil Americas shall each take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Agreement. Such actions may include, without limitation, the execution of additional documents to record the contribution made in this Agreement and the filing of such documents with the appropriate governmental authorities.

[Signatures commence on the following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below to be effective as of the Effective Date and Effective Time.

INTERSIL COMMUNICATIONS, INC. a Delaware corporation

By: Out a Rombos Date: 12/2/01

Title: ASST SECRETARY

INTERSIL AMERICAS INC. a Delaware Corporation

By: The Sembol I

Title: ASST- SECRETARY

Date: 12/21/01

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## SCHEDULE A (i) PATENTS AND PATENT APPLICATIONS

SE-1374-IP		Granted	09/220780	. 24-Dec-199	8 5982160	09-Nov-199	DC-TO-DC CONVERTER WITH INDUCTOR CURRENT SENSING AND RELATED METHODS
SE-1024-TD	А	Granted	09/199292	24-Nov-199	B 6211056	03-Apr-200	1 INTEGRATED CIRCUIT AIR BRIDGE STRUCTURES AND METHOD OF FABRICATING SAME
SE-1472-TD		Granted	. 09/255231	22-Feb-1999	6255195	03-Jul-200	BONDED SUBSTRATE FOR AN INTEGRATED CIRCUIT CONTAINING A PLANAR INTRINSIC GETTERING ZONE (as amended)
SE-1063-TD	A	Granted	09/204904	03-Dec-1998	6114191	05-Sep-200	SEMICONDUCTOR PACKAGING APPARATUS
SE-1400-MM		Pending	09/245674	08-Feb-1999			METHOD OF DIGITALLY DECODING A COMPOSITE VIDEO SIGNAL AND A DIGITAL DECODER FOR COMPOSITE VIDEO SIGNALS
SE-1407-WR		Pending	09/231608	14-Jan-1999			METHOD OF PERFORMING ANTENNA DIVERSITY IN SPREAD SPECTRUM IN WIRELESS LOCAL AREA NETWORK
SE-1492-WR		Pending	09/231164	14-Jan-1999			WIRELESS LOCAL AREA NETWORK SPREAD SPECTRUM TRANSCEIVER WITH MULTIPATH MITIGATION
SE-1500-WR		Pending	09/231228	14-Jan-1999			SPREAD SPECTRUM TRANSCEIVER FOR USE IN WIRELESS LOCAL AREA NETWORK AND HAVING MULTIPATH MITIGATION
SE-1350-TL		Pending	09/208457	10-Dec-1998			APPARATUS AND METHOD FOR TESTING SUBSCRIBER LOOP INTERFACE CIRCUITS
\$E-1322-WR	Α	Granted	09/246815	09-Feb-1999	5999080	07-Doc-1999	FREQUENCY DEPENDENT RESISTIVE ELEMENT
				<u></u>			
SE-1094-LN	В	Granted	09/247510	10-Feb-1999	5114896	1	COMPLEMENTARY MULTIPLEXER WITH LOW DISABLED-OUTPUT CAPACITANCE, AND METHOD
SE-1488-WR		Granted	09/261981	04-Mar-1999	5172556		FEEDBACK-CONTROLLED LOW VOLTAGE CURRENT SINK/SOURCE
SE-1482-WR		Pending	09/266386	10-Mar-1999			SUCCESSIVE APPROXIMATION CORRECTION OF DC OFFSET IN FILTER-BUFFER BASEBAND PATH OF DATA RADIO
SE-1106-TD	A	Granted	09/268605	15-Mar-1999	5051457		ELECTROSTATIC DISCHARGE PROTECTION DEVICE

Applicant	Linn			
Serial No.	09/846,795	FACSIMILE		
Filing Date	May 1, 2001			
Group Art Unit	2829	TRANSMITTAL FORM		
Examiner Name	Asok K. Sarkar			
Facsimile No.	703-872-9318			
Attorney Docket No.	125.013U\$02			
Title: BONDED SUBS'	TRATE FOR AN INTEGRAT NG ZONE	ED CIRCUIT CONTAINING A PLANAR		

Total Pages: 3 (including transmittal sheet)

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

**Enclosures** The following documents are enclosed: X A Revocation and Power of Attorney and Certificate Under 37 C.F.R. §3.73(b) (2 pgs.). **CUSTOMER NUMBER: 34206** Submitted By Name Scott V. Lundberg Reg.No. 41,958 Telephone (612) 332-4720 Signature Date 9-9-03 Attorneys for Applicant Fogg & Associates, LLC P.O. Box 581339 Minneapolis, MN 55458-1339 T: 612-332-4720 F: 612-677-3553 Certificate of Transmission I certify that this paper, and the above-identified documents, are being transmitted by facsimile to, Examiner Asok K. Sarkar, Group Art Unit 2829 (Facsimile No. 703-872-9318) of the United States Patent and Trademark Office on September 9, 2003. Name Elizabeth A. Bauer Signature